

APPLICATION AND PURCHASE AGREEMENT FOR CHILD CARE TRANSPORTATION SERVICES

This is an application to enroll in the Subsidized Child Care Program as a transportation provider for child care. Also, this is an agreement between the transportation provider and the local purchasing agency to provide transportation for subsidy children if the transportation provider meets all requirements. The local purchasing agency is defined as any agency that administers the Subsidized Child Care Program, such as the county department of social services or local child care resource and referral agency.

APPROVED TRANSPORTATION RATES (This Part Completed By Local Purchasing Agency Only)	
Provider ID NO.: _____	<u>APPROVED TRANSPORTATION RATES</u>
Requested Effective Date of Enrollment: _____	Transportation Rates: \$ _____ Effective Date: _____ (children under age 3 or special needs)
Enrollment Approved? <input type="checkbox"/> YES <input type="checkbox"/> NO	Transportation Rates: \$ _____ Effective Date: _____ (children age 3 and over)
Comments: _____	
NOTE: Local purchasing agency must complete this section in its entirety and provide a copy to transportation provider.	
Part I Completed By: _____ Date: _____ Child Care Coordinator/Supervisor	

PART I: PROVIDER INFORMATION

- 1. Name of Transportation Provider:** _____
- 2. Mailing Address:** _____
PO Box/Street/Rural Route City Zip Code
- 3. Location Address:** _____
(If different from mailing address) Street/Rural Route City Zip Code
- 4. Contact Person:** _____
- 5. Telephone:** () _____
- 6. County:** _____
- 7. Effective Date of Rates:** _____

PART II: AGREEMENT TO PROVIDE TRANSPORTATION FOR CHILD CARE

- 1.** I agree to provide transportation services to and from the child care arrangement, _____ (name of child care facility) subject to the child's continued eligibility for the service and the parent's decision for the service to continue.
- 2.** I am an independent provider of transportation. I agree to indemnify and serve harmless the purchaser and the State of North Carolina against any claims that would arise as a result of my being a transportation provider.
- 3.** I will comply with the provisions of the Civil Rights Act of 1964 and its subsequent amendments and with the provisions of the Americans with Disabilities Act which may apply to me.
- 4.** Neither I nor any representative of my program have defaulted on or been debarred from any transaction with a public agency, nor been convicted of any charge involving misuse of public funds or property, within the past three years.
- 5.** Neither I nor anyone who will be in contact with the children have been convicted of a crime involving child abuse, child neglect, or moral turpitude; nor habitually use alcoholic beverages to excess or use illegal narcotics, or other impairing drugs.
- 6.** At no time will I subcontract this service. If I am not available to continue providing transportation, I will terminate services by giving a **ten (10) workday** notice to the local purchasing agency (the purchaser) and the parent.
- 7.** Because payment is made with state and federal funds, I understand that I must abide by the regulations, rules and policies for use of each fund. I will operate legally according to state and local laws and will comply with the North Carolina child care requirements applicable to the transportation of young children.

APPLICATION/AGREEMENT CONT'D.

8. I understand that in order to receive payment for subsidy children that I must submit to the local purchasing agency the transportation rates that I charge. Also, I understand that I cannot charge a higher rate for families receiving subsidized child care.
9. I understand that requests for increases in my transportation rates will be processed for subsidy only once per year up to the maximum allowable subsidy rate for transportation.
10. I understand that payment is limited to the actual days for which transportation is provided and that the payment rates, dates and times for which transportation is authorized are stated on the **Child Care Voucher (DCD-0446)**. I understand that the amount I may be paid for each child is limited and may differ for individual children. The actual amount to be paid for a specific child will be determined by the local purchasing agency (LPA).
11. I understand that I will need to complete the Child Care Voucher and return the **white original** to the local purchasing agency before the expiration date stated on the Child Care Voucher in order to be paid. I understand that the local purchasing agency will send a **Child Care Action Notice (DCD-0450)** when services are changed or terminated for subsidy children.
12. I agree to keep records of the days I provide transportation for each child and to keep all the forms authorizing transportation and copies of payment records for a period of at least **three (3) years** or until any audits continued beyond that period are complete. I understand that these records must be made available upon request to any authorized representative of the local purchasing agency, state or federal agencies.

PART III: SANCTIONS

1. I understand that fraudulent misrepresentation to obtain child care subsidy funds for which I am not eligible is a criminal offense and these funds must be repaid to the local purchasing agency.
2. I understand that I can be convicted of a Class I misdemeanor or Class I felony if fraud is proven and that I may be subject to penalties and prosecution.
3. I understand that the Division of Child Development may impose the following sanctions for fraudulent acts:
 - First incident of fraudulent misrepresentation - a provider cannot be reimbursed with child care subsidy funds for any new children that enroll in the provider's transportation program for twelve (12) months, and
 - Second incident of fraudulent misrepresentation – a provider will not be eligible, permanently, to participate in the Subsidized Child Care Program.

PART IV: APPEALS AND FAIR HEARING PROCESS

I understand that as a transportation provider, I may appeal a decision or sanction applied by the local purchasing agency. Also, I understand that I may contact my child care social worker or the child care supervisor of the local purchasing agency for information regarding the Appeals and Fair Hearing process.

PART V: SIGNATURE

In order to be paid for the child(ren) listed on the Child Care Voucher(s), I agree to submit accurate attendance records promptly each month as required by the local purchasing agency. I understand that payments may be discontinued if I fail to comply with the state or federal requirements for transportation providers or the Subsidized Child Care Program.

Signature of Transportation Provider

Title

Date

PART VI: SUBMITTING APPLICATION/AGREEMENT FORM

IMPORTANT: Transportation provider must submit **both** signed copies (**white and pink**) of this form to the child care coordinator/supervisor of the local purchasing agency. The local purchasing agency will return the white form to you with the approved transportation subsidy rates in the shaded area on page one (1) of this form.

White Original (Signed): Provider

Pink Copy (Signed): Local Purchasing Agency